

**REGULATIONS ON PROVIDING POSTAL AND TRANSPORT SERVICES FOR ENTREPRENEURS
BY ORLEN PACZKA SP.Z O.O.**

Effective May 1, 2026

§ 1.

1. The entity providing services under these Regulations shall be ORLEN Paczka sp. z o .o. with its registered office in Warsaw (03-236), at 17A Annopol Street, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register [KRS] under KRS number: 0001142880, NIP [Tax Identification Number]: 5243023989, REGON [National Business Registry Number]: 540265826, BDO [Waste Register] 000653755, with a share capital of PLN 45.977.800,00, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (hereinafter: **“Service Provider”** or **“Orlen Paczka”**).
2. These Regulations shall set out the rules for providing, for entrepreneurs, the domestic Postal and Transport Services and other services provided in connection with these services (hereinafter: **“Regulations”**), the current Regulations are available on the website. In matters not covered by these Regulations, the relevant provisions of the Act of November 23, 2012 - the Postal Law - may be applicable (hereinafter as: **“Postal Law”**).
3. The Service Provider shall provide the **“ORLEN Paczka”** service of receiving, sorting, moving and delivery of Postal Consignments and Goods Consignments to the Points for the remuneration specified in the Price List.
4. The rules for the provision of services to consumers are set out in the REGULATIONS FOR THE PROVISION OF POSTAL SERVICES TO INDIVIDUAL CUSTOMERS BY ORLEN PACZKA SP. Z O.O.”

§ 2.

When used in the Regulations, the terms indicated below shall be understood as follows:

1. **Agent** - a person acting at the Point (except APM), authorized by the Service Provider under an agency contract, cooperation agreement or another legal relationship to perform activities related to the conclusion and execution of the Service Agreement;
2. **ORLEN Paczka Mobile Application** - software in the form of a free mobile application enabling the User to use the Operator’s Services under the terms set out in the Terms and Conditions for the provision of Services and use of the ORLEN Paczka mobile application. The rules for using the ORLEN Paczka mobile application and information on the processing of personal data in connection with the use of the ORLEN Paczka mobile application are set out in the Terms and Conditions for the provision of services and use of the ORLEN Paczka application, available in the application and on the website paczka.pl;
3. **APM** - automatic parcel machine, which is a special device containing lockers, with installed software, enabling the sending, depositing and receiving of Consignments;

4. **Price List** - a list of fees charged by the Service Provider for the Services provided and other additional fees, available on the Service Provider's Website; fees resulting from the Price List may be modified under the terms and conditions of the Agreement;
5. **Delivery** - the moment the APM locker where the Parcel was placed is opened by the person who provided the data required to open the locker, or the moment of its physical delivery to the person receiving the Parcel if delivery is made at a non-APM Point.
6. **Consignment Note** - a document containing information about the Consigner, Consignee and the Consignment Point. The Consignment Note should be created and printed by the Principal;
7. **Business Day** - any day from Monday to Friday, is any day other than Saturday and day legally recognized as a non-working day;
8. **Civil Code** - the Civil Code Act of April 23, 1964;
9. **Pick-Up Code** - a code that allows to pick up the Consignment sent to the Consignee by the Service Provider: (1) in an email to the provided email address or (2) via text message to the provided phone number or (3) via the ORLEN Paczka mobile application. The method of contact depends on the Recipient's data provided to the Service Provider by the Consignment and the Consignee's possession of the ORLEN Paczka Mobile Application; additionally, it is possible for the Service Provider to contact with the use of more than one communication channel listed above;
10. **Consumer** - a natural person who enters into a contract for the performance of the Service for a purpose not directly related to his/her economic or professional activity, as well as a natural person who enters into a contract directly related to his/her economic activity, when the content of the contract indicates that it is not of a professional nature for that person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information about Business Activity;
11. **Consigner** - a natural person, legal entity or organizational unit without legal personality, indicated in the Consignment Note as the person posting the Consignment for moving;
12. **Parcel Manager** - an electronic system provided by the Service Provider, through which it is possible to generate a Consignment Note, track the status of ordered Postal and Transport Services, order other services provided by the Service Provider, file a complaint;
13. **Consignee** - a natural person, legal entity or organizational unit without legal personality, indicated in the Consignment Note as the person to whom the Consignment is to be delivered;
14. **Consignment Pick-Up** - the release of a Consignment to the Person picking up the Consignment on the basis of a valid Pick-Up Code provided by the Person;
15. **Packaging** - packaging that allows the shipment to be accepted for transport. Recommended packaging methods are included in the Shipment Packing Instructions available on the Website;
16. **Person Picking Up the Consignment** - the Consignee or any other person who declares that she/he is authorized to pick up the Consignment on behalf of the Consignee and submits the correct Pick-Up Code;
17. **Posting Confirmation** - an electronic message transmitted to the Consigner by the Service Provider, constituting proof of posting the Consignment;

18. **Postal Law** - the Act of November 23, 2012, Postal Law;
19. **Transport Law** - the Act of November 15, 1984, Transport Law;
20. **Consignment Damage Report**- a document describing the damage or loss of the Consignment that occurred during the performance of the Postal or Transport Service;
21. **Consignment** - Postal Consignment or Goods Consignment;
22. **Postal Consignment** (courier) - a letter or parcel containing the items transferred for Delivery with a weight of up to 20,000 g and with maximum dimensions of 41x38x60 cm.
23. **Goods Consignment** - a parcel containing items submitted for Delivery, which is not a Postal Consignment. Goods Consignment shall not involve a Postal Consignment that is the subject of the Postal Service within the meaning of the Postal Law;
24. **Point** - the designated place for receiving or delivering Parcels, including APMs. A list of locations indicating whether Parcels can be picked up (if there is no information about pickup options, this means that the Parcel can be both dropped off and picked up at the location) is available on the Website;
25. **Alternate Point** - Point of a Consignment pick-up other than the one indicated in the Consignment Note due to the impossibility (of a temporary or permanent nature) of placing the Consignment at the Point indicated in the Consignment Note;
26. **Regulations** - the present document entitled "REGULATIONS FOR PROVIDING POSTAL AND TRANSPORT SERVICES FOR ENTREPRENEURS BY ORLEN PACZKA SP.ZO.O.";
27. **Force Majeure** – an extraordinary event caused by an external factor that could not have been foreseen or prevented by ordinary means, such as flood, storm, armed conflict, acts of terrorism, actions of public authorities (e.g. a state of emergency);
28. **WWW/Website** - the Service Provider's website at the following address www.ornpaczka.pl. Use of the Website requires a computer or mobile device with Internet access and a web browser such as Microsoft Edge, Internet Explorer, Chrome, Firefox, Opera, Safari, or another comparable browser;
29. **Agreement** - a framework agreement for the provision of postal and transport services concluded by and between the Service Provider and the Principal;
30. **Service(s)** - basic Services provided by the Service Provider as well as other services provided in connection with the implementation of the Services;
31. **Postal Service (Postal Services)** - a service of receiving, sorting, moving and delivering Postal Consignments under the Postal Law;
32. **Basic Service(s)** - Postal and Transport Services performed by the Service Provider exclusively on the territory of the Republic of Poland;
33. **Transport Service (Transport Services)** - a service of receiving, transporting and delivery of Consignments that are not Postal Consignments under the Transport Law;
34. **Act on Consumer Rights** - the Act of May 30, 2014, on Consumer Rights;

- 34. **Mobile device** – a device at the User’s disposal, such as a smartphone, enabling the use of the ORLEN Paczka mobile application;
- 35. **User** - a natural person, including a person conducting business activity, with legal capacity, who has installed the ORLEN Paczka mobile application on their mobile device and has completed registration;
- 36. **Actual Weight** - the total weight of the Consignment including Packaging;
- 37. **Remuneration for Services** - the remuneration due to the Service Provider in the amount specified in the Agreement, which consists of the remuneration for sent Consignments under the Basic Service and for the performance of other Services, as well as accrued Additional Fees, together with any interest due;
- 38. **Notice** - notification to the Consignee of the availability of the Consignment for collection in the form of e-mail/sms/mobile application ORLEN Parcel or notification to the Consignee on the return of an unclaimed Consignment;
- 39. **Principal** - a natural person, legal entity or organizational unit without legal personality, who orders the Service Provider to perform the Service, for which she/he pays the Remuneration, and is responsible for the proper performance of the obligations incumbent on the Consigner. The Principal may be the Consigner or a third party acting on behalf of and for the Consigner.

§ 3.

- 1. Posting a Consignment shall be possible after registration in Parcel Manager or through available integrations or custom integration through API (according to the integration instructions posted on the Website) and providing the data necessary to complete the Consignment Note i.e.:
 - a) Consigner’s data - business name/name/individual's full name, e-mail address, cell phone number in the mobile network of the national operator;
 - b) the selected Consignment Drop-Off Point;
 - c) Consignee's data - business name/name/surname, e-mail address, 9-digit cell phone number in the mobile network of the national operator;
 - d) the selected Consignment Pick-Up Point;
 - e) Consignment size.

2. The Consigner shall declare the actual size of the Consignment. Applicable dimensions:

S	M	L
Maximum Consignment size: 8x38x60 cm	Maximum Consignment size: 19x38x60 cm	Maximum Consignment size: 41x38x60 cm
Maximum weight: 20 kg	Maximum weight: 20 kg	Maximum weight: 20 kg

3. After the Consignment Note is generated, the Principal shall print the Consignment Note and place it permanently on the Consignment.

4. Posting of the Consignment shall be possible if the condition of the Consignment makes it possible to move it properly and delivery without damage, including, in particular, indicating that the items in the Packaging are properly secured.
5. The Consignment Note may be used by the Principal within 14 days from the date of its completion. After the expiration of the 14-day period indicated, the Consignment Note is no longer valid and the Principal does not have the ability to send the Consignment using it. In order to send a Consignment after the expiration, the Principal should generate a new Consignment Note.
6. It is the responsibility of the Principal to guarantee the quality of packaging of the Consignment appropriate to its content. The Consignment should be packaged appropriately for the content, i.e. in a manner that prevents the Consignment from being opened without tampering with the packaging, prevents damage or loss of its contents and damage or loss of other consignments in transport. In addition, the Packaging should take into account the characteristics of the content of the Consignment, weather conditions and other circumstances that may affect the condition of the packaging of the Consignment, including those related to the movement of the Consignment by the Service Provider. Instructions for proper packaging of Consignments are available at www.orklenpaczka.pl.
7. The posting of a Consignment shall be tantamount to the Principal's consent to the Service Provider's inspection of the Consignment for safety and compliance of the content with the Regulations. Inspection of the Consignment shall be carried out in the presence of the Consigner, and if it is not possible to summon him/her or the Consigner does not appear at the appointed time, in the presence of persons invited by him/her. A note shall be made of the inspection.
8. The dimensions of the Consignment must not exceed 41x38x60 cm, and its Actual Weight - 20 kg. The Service Provider reserves the possibility that the Consignment exceeding these dimensions may not be processed.
9. As part of the Service you may ship items whose total ordinary value does not exceed PLN 5,000.00 PLN (five thousand zlotys) in one Consignment.
10. You may post your Consignment at the Point during its opening hours or by courier collection from a location designated by the Principal, by prior arrangement with the Service Provider.
11. The Service Provider, accepting the Consignment from the Principal, provides the Posting Confirmation.
12. The Service Provider shall deliver the Consignments to the Point indicated by the Consigner or to the Alternate Point referred to in § 6.4 below in the situations indicated therein no later than on the fourth working day following the day of posting the Consignment.
13. The Service Provider shall notify the Consignee of the possibility to pick up the Consignment at the designated Point or at an Alternate Point by sending him/her a Notice. Consignee's contact information can only be changed by the Consigner in the form of an e-mail message from the e-mail address previously indicated in the Consignment Note.
14. The Consignment pick-up shall be based on the Pick-Up Code provided by the Person receiving the Consignment or via the ORLEN Paczka Mobile Application. Once the Consignment has been picked up by the Person picking up the Consignment, an email shall be sent to the Consigner's email address as a receipt for the Consignment pick-up, or this shall be done via the ORLEN Paczka Mobile Application.
15. The responsibility and risk of transmitting to others the content of the Notice containing the content of the Pick-Up Code or the content of the ORLEN Paczka Mobile Application regarding the Pick-Up Code after

its receipt by the Consignee shall be borne by the Consignee. The person who has received information from the Consignee containing the Consignment Pick-Up Code details shall be treated as the person authorized to pick up the Consignment on behalf of the Consignee.

16. The Service Provider may use subcontractors in the performance of the Services covered by these Regulations, for whose acts and omissions it shall be liable as for its own.
17. The Service Provider, at hotline numbers, **22 33 33 999** (fee in line with the operator's pricelist) may provide any and all information regarding the status of the Consignment. During the authorization process, the Orlen Paczka Hotline may request the caller to provide, in particular, such data as his/her first and last name, business name, as well as the telephone number or e-mail address associated with the Consignment, the number from the Consignment Note, the Consignment tracking number and the Consignment Pick-Up Code. The hotline is open from 7 days a week during the following hours: Monday through Friday, 7:00 to 22:00, Saturday from 09:00 to 19:00, Sunday from 10:00 to 16:00.

§ 4.

1. The Service Provider indicates that it is unacceptable to include in the Consignment (a) items whose carriage is prohibited under applicable separate laws; (b) hazardous materials as defined by applicable separate legal regulations, including in particular flammable, explosive or radioactive materials, weapons and ammunition, corrosive or stinking substances. The Service Provider indicates that it is unacceptable to include in the Consignment (a) items whose carriage is prohibited under applicable separate laws; (b) hazardous materials as defined by applicable separate legal regulations, including in particular flammable, explosive or radioactive materials, weapons and ammunition, corrosive or stinking substances; (c) things that due to their size, weight, or other characteristics, cannot be sent as a Shipment or are otherwise unsuitable for placement in Packaging; (d) items which, due to their properties, may pose a risk to the health of persons handling them or may cause damage or destruction to other Shipments; (e) foodstuffs and perishable goods; (f) goods requiring a constant, controlled temperature from the moment of dispatch until delivery; (g) items easily susceptible to damage during transport; (h) living or dead plants and animals, including their remains; (i) works of art, exhibits, antiques, precious stones and metals, pearls, jewellery and jewellery products, cash, credit and debit cards, cheques, bills of exchange, vouchers, monetary and other securities; (j) medicines and medicinal products; (k) numismatic items and philatelic collections; (l) goods requiring excise stamps and items transported under customs seal; (m) items requiring special conditions during transport or storage due to their properties or requiring the use of means of transport not at the disposal of the Service Provider; (n) human corpses, remains and organs, bodily fluids, and human metabolic products; (o) chemically and biologically active substances; (p) narcotics, psychotropic substances, and new psychoactive substances (so-called "legal highs"), it being understood that the above list is not exhaustive. If, after the conclusion of the Service Agreement, any of the above circumstances comes to light, the Service Provider shall have the right to withdraw from the Service Agreement in accordance with the provisions of section 3 below.
2. The Service Provider does not accept for execution of the Service, the Consignments whose value exceeds the equivalent of PLN 5,000.00 (five thousand PLN), unless otherwise specified in a separate written agreement between the Principal and the Service Provider. Otherwise, it is understood that the actual and total value of the Consignment in any case does not exceed the amount of PLN 5,000.00. If the value of the Consignment exceeds the amount of 5,000.00 PLN and the Service Provider performs the Service due to the lack of information about the value of the Consignment, the Service is carried out at the sole risk of the Principal above the amount of PLN 5,000.00.

3. The Service Provider may refuse to accept the Consignment or withdraw from the Agreements in the event of:
 - a) reasonable suspicion that the value or contents of the Consignment declared by the Sender are inconsistent with the actual state of affairs.
 - b) when the content of the Consignment Note raises a reasonable suspicion that the Consignment may violate the requirements set forth in the Regulations regarding its size, Packaging (including securing the Consignment), content of the Consignment, or value of the Shipment;
 - c) improper or incomplete completion of the Consignment Note preventing the provision of the Service or the expiration of the deadline for the validity of the Consignment Note;
 - d) when the Consignment exceeds the maximum dimensions and/or weight;
 - e) the security or packaging of the Consignment clearly indicates that its contents may be damaged or the security of the Consignment may be compromised;
 - f) the content or packaging of the Consignment exposes third parties or the Service Provider to damage.
4. The Consigner shall be liable to the Service Provider for damage caused by the defective condition of the or the way in which the Consignment has been packed or the Consignment has been sent in damaged Packaging.
5. If the Consigner places prohibited items in the Consignment, as specified in paragraph 1, the Service Provider shall call on the Consigner to collect the Consignment at the Consigner's expense. The Consigner shall immediately pick up the Consignment from the place indicated by the Service Provider, no later than within 7 days. If the Consignment is not picked up by the Consigner, the Service Provider shall forward the Consignment for disposal at the Consigner's expense.
6. Items that, due to their characteristics, require additional internal packaging, shall be, under pain of releasing the Service Provider from liability for damage or loss of the consigned items, sent by the Consigner for transport in internal packaging, which should:
 - a) be locked and secured in a manner that prevents access to the content without leaving visible traces;
 - b) be adequately robust, taking into account the contents of the Parcel;
 - c) protect from damage or contamination other Consignments or sorting equipment or automatic parcel machines;
 - d) not cause any danger to the Agents, employees of the Service Provider or other individuals.
7. For detailed instructions on how to properly pack Consignments, please visit www.ornenpaczka.pl.
8. During the Consignment delivery to the Point, they shall be subject to ambient temperature. The Service Provider stipulates that the temperature in the Point APM is close to an ambient temperature, but during periods of high sunshine or higher ambient temperature, it may even significantly exceed the ambient temperature, or be reduced due to frost or lower ambient temperature. It is recommended that before sending the Parcel to an APM, the Sender makes sure that the Parcel does not contain any items that are sensitive to temperature changes. The Service Provider shall not be responsible for the

inclusion in the Consignment of items that are sensitive to temperature changes, or that may be damaged by exposure to low or high temperatures.

9. In the event of a reasonable suspicion that the Consignment may be the subject of a crime or its contents may pose a threat to people or the environment, the Service Provider shall immediately notify the relevant services and detain and secure the Consignment until inspection by these services.
10. In the event of a reasonable suspicion that the movement of a Consignment may cause damage to other Consignments or the Service Provider's property, the Service Provider may require the Consigner to open the Consignment, and if the Consigner's call to open the Consignment is impossible or was ineffective, the Service Provider may secure the Consignment at its own expense.
11. The Service Provider shall be entitled to check the size and weight of the shipment specified in § 3.2 at any stage of transportation.
12. In case of refusal to accept the Consignment or withdrawal from the Agreement for the reasons specified in the Regulations, the Service Provider shall return the Consignment according to the principles specified in § 6.3.
13. The Principal assures that the Service Provider is not obliged to meet any customs or tax obligations related to the transportation of the Consignment under the Agreement. In the event that any duties, taxes and related duties or penalties are imposed on the Service Provider, the Principal shall compensate the Service Provider for such duties or penalties.

§ 5.

1. The Principal shall pay to the Service Provider the Remuneration for the Services under the terms of the Agreement.
2. The Service Provider declares that it is an active taxpayer of tax on goods and services (VAT) and has a Tax Identification Number NIP: 5243023989
3. The Service Provider shall maintain its status as an active VAT payer at least until the date of the last invoice to the Principal.
4. The Service Provider shall notify the Principal immediately in the event that it is removed from the VAT register on the grounds specified in the VAT Act
5. The Service Provider declares that the bank account indicated on the invoices issued by the Service Provider, is included in the list of VAT taxpayers maintained by the competent administrative authority, (the so-called White List) or is consistent with the applicable template and matches one of the accounts displayed in the list.

§ 6.

1. In the event that, after acceptance of the Consignment, damage to the Packaging is found, as a result of which there has been no access to the content, the Consignment shall be secured and the movement to the Pick-Up Point shall continue.

2. In the event that it is determined, prior to delivery of the Consignment to the Point, that further damage or loss of the content of the Consignment may occur as a result of damage to the Packaging, the Service Provider shall determine the condition of the Consignment and the circumstances under which the damage occurred. The determination shall be made in the presence of the Consigner, or the Consignee, and if it is not possible to summon them or they do not appear at the appointed time, the Service Provider shall make the determination in the presence of persons invited by it for this activity. The activity includes checking the condition of the content of the Consignment and protecting it from further damage or loss. On the occasion of checking the condition of the Consignment, a Consignment Damage Report shall be prepared in two copies, one of which is given to the Person receiving the Consignment.
3. A Consignment not picked up by the Consignee within 3 Business Days (and in the case of APMs, within the period of time of 72 hours), counted from the moment of posting the Consignee a Notice of Capacity to Pick Up the Consignment, it is treated as unclaimed and will be returned to the Consigner's Point or warehouse where it was posted - at the Consigner's expense. The Consignment shall be returned if the Consigner refuses to accept the Consignment or provides an incorrect Pickup Code. The sender shall be notified about the return of the Consignment through the Notice. For returned Consignments, a new Consignment Note shall be generated by the Service Provider. The Consignment shall be returned to the point where it was sent from or to the Sender's warehouse.
4. In a situation of unexpected inactivity or overcrowding of the Point, the Service Provider reserves the right to temporarily, for a period of up to 2 Business Days, redirect the Consignment to an Alternate Point located no further than 10 km in a straight line from the Point originally indicated by the Sender; in a situation where the Consignee does not pick up the Consignment within the period indicated in the preceding sentence, the Consignment shall be placed at the Point originally indicated by the Consigner.
5. If, after dispatching the Consignment, it turns out that the Point selected by the Ordering Party is permanently closed, the Consignment shall be redirected to the nearest substitute Point to the one originally indicated by the Ordering Party. However, the substitute Point may not be located further than 10 km in a straight line from the Point selected by the Ordering Party. In the absence of such a Point, the Service Provider shall contact the Consignee to determine another Pick-Up Point.
6. A Consignment that cannot be delivered to the Consignee or returned to the Consigner shall be opened by the Service Provider by commission to determine whether it contains the necessary data for its return to the Consigner. The Service Provider shall prepare a Damage Report for the Shipment documenting the course of the proceedings, which shall be made available to the Sender or Recipient upon their request.
7. In the event of the establishment of data allowing the return of the Consignment to the Consigner, the Consignment, after appropriate protection and placing a note on the package about its commission opening, shall be returned to the Consigner.
8. In the event that the opening of the Postal Consignment shall not allow it to be returned to the Consigner, or the Consigner refuses to accept the returned Consignment:
 - a) the correspondence constituting the Consignment and its Packaging shall be subject to destruction by the Postal Service Provider in a manner that makes it impossible to reconstruct the information contained in the Consignment and its Packaging no earlier than after 60 days from the date of opening of the Consignment;

- b) content other than the correspondence constituting the Consignment and its Packaging shall be subject to destruction by the Service provider in a manner that makes it impossible to reconstruct the information contained in the Consignment and its Packaging, not earlier than after 6 months from the date of opening of the Consignment;
 - c) to the content of the Parcel constituting money, securities, valuables, property of historical, scientific, artistic value, military equipment or gear, items whose possession requires a permit, in particular weapons, ammunition, explosives, and any type of identity documents, as well as items that are antiques or archival material, Art. 4 [notification of found property and request for collection], Art. 5(1) and (3)–(5) [notification of the district governor (starosta)], Art. 6 [notification of the Police], and Arts. 8–12 [indication of the place where the item was found, finder’s fee, storage costs, reward for the finder] of the Act of February 20, 2015 on Found Property (i.e., Journal of Laws 2023, item 501, as amended) and Article 187 of the Civil Code shall apply [acquisition of ownership of found property].
9. If an eligible person submits a complaint before the expiration of the time limit referred to in point b above, the content of the Postal Consignment and its Packaging must not be destroyed before the decision to resolve the complaint becomes final.
10. In the event that the opening of the Goods Consignment in the situations referred to in paragraph 6 above, does not enable it to be delivered or returned to the Consigner, the provisions of the Act - Transport Law shall apply, including the provisions of Article 58 of that Act.

§ 7.

1. The rules governing the Service Provider’s liability for non-performance or improper performance of the Service are set out in the provisions of the Agreement and these Terms and Conditions, and, to the extent not regulated therein, in the provisions of the Postal Law with respect to postal services, the Transport Law with respect to transport services, and the Civil Code.
2. The Service Provider shall not be liable for non-performance or improper performance of the Service where such non-performance or improper performance results from:
 - a) force majeure;
 - b) causes attributable to the Sender or the Recipient, not resulting from the Operator’s fault;
 - c) a breach by the Sender or the Recipient of the provisions of the Postal Law or these Terms and Conditions;
 - d) the inherent nature or characteristics of the item being shipped.
3. Where the Service Provider relies on one of the above-mentioned grounds, it shall provide evidence of its occurrence.
4. Unless otherwise provided by mandatory provisions of law, the liability of the Service Provider for non-performance or improper performance of the Service shall be limited to the amount of damage actually suffered, determined on the basis of the declared value of the Consignment, provided that such declaration has been made. This limitation shall not apply to cases of non-performance or improper performance of the Service, if it is the result of a tort or occurred due to intentional fault or gross negligence of the Service Provider.

5. Subject to paragraph 1, the Service Provider shall not be liable for failure to perform or improper performance of the Service in cases indicated in the Postal Law for Postal Services or in the Transport Law for Transport Services.
6. The Service Provider shall not be liable for any delay in the delivery of the Consignment or its return if the Consignment has been incorrectly addressed by the Sender (e.g., no or an error in the phone number or e-mail address).
7. The Service Provider shall not be liable for items left in an APM other than Shipments.

§ 8.

1. A Postal or Transport Service shall be deemed to have been improperly performed when:
 - a) the Consignment has not been delivered to the Point by the deadline specified in § 3.12;
 - b) the Consignee has found damage or loss of the contents of the Consignment.
2. The Postal or Transport Service is considered not performed when the Consignment is lost (missing).
3. If the value of the Consignment exceeds the amount of PLN 5,000.00, the Service shall be performed at the sole risk of the Principal above the amount of PLN 5,000.00.
4. A Consignment that has not been delivered to a Pick-Up Point or Alternate Point within 30 days of the expiration of the deadline specified in § 3.12 shall be considered lost.
5. Compensation shall be payable for non-performance or improper performance of the Postal Service:
 - a) for the loss, shortage, or damage of a postal item other than a correspondence item — in the amount claimed by the Sender, but not exceeding the ordinary value of the lost or damaged items, up to a maximum of PLN 5,000.00;
 - b) for loss of Postal Consignment with correspondence - in the amount of ten times the Fee for Basic Service, but not less than fifty times the fee for treating a letter as registered mail, as specified in the price list for universal services of the designated service provider;
 - c) for the delay in the delivery of the Postal Consignment to the Point or Alternate Point in relation to the guaranteed delivery date under § 3.12 - in the amount of twice the fee for the Basic Service.
6. The rules for determining compensation for non-performance or improper performance of the Transport Service shall be determined in accordance with the provisions of the Transport Law.

§ 9.

1. A complaint about the Service may be filed in case of non-performance or improper performance of the Service by the Service Provider.
2. The basis for filing a claim shall be the Posting Confirmation.
3. A complaint about the Service may be filed:

- a) on account of loss of or damage to the Consignment:
 - directly on Delivery of the Consignment damaged or with a loss of content, if the Consignment Damage Report has been prepared;
 - after acceptance of the Consignment, if a written statement has been made directly on Delivery about the discovery of defects or damage to the Consignment, or a Consignment Damage Report has been prepared;
 - within 7 days of receipt of the Consignment - in the case of damage and defects that are not noticeable from the outside, found after acceptance of the Consignment;
 - b) for the loss of the Consignment - on the day following the expiration of the deadline specified in § 8.4;
 - c) on account of the delay in the delivery to the Point or the Alternate Point of the Consignment in relation to the deadline specified in § 3(12) - after the expiration of that deadline.
4. A complaint may be filed no later than 12 months from the date of posting the Consignment, subject to the distinctions under the Transport Law.
5. A complaint for non-performance or improper performance of the Service filed after the expiration of the period specified in paragraph 4 above, and in the event of expiration of the claim for improper performance of the Service, the Service Provider shall leave the claim unprocessed and immediately notify the claimant. The complaint for improper performance of the Service shall expire as a result of the Delivery of the Consignment without reservations, unless that losses or damages to the Consignment that are not outwardly noticeable were found by the authorized party after acceptance of the Consignment and, no later than 7 days after acceptance of the Consignment, reported a claim to the Service Provider on this account and proved that the losses or damages to the Consignment occurred during the period between acceptance of the Consignment by the Service Provider for performance of the Service and its Delivery to the Consignee.
6. Entities entitled to file a complaint are:
- a) the Consigner or
 - b) the Consignee - in the event that the Consigner waives the right to assert claims in favor of the Consignee or if the Consignment is received by the Consignee.
7. A complaint filed by an unauthorized person shall be treated as not filed, of which the Service Provider shall immediately notify the claimant, informing him of the possibility of filing a complaint by an authorized person.
8. The basis for the initiation of a complaint procedure for improper performance of the Service shall be the filing of a complaint by electronic means of communication (on the Service Provider's electronic form available on the Website, within the time limits specified in paragraphs 3 and 4 above or electronically through the Parcel Manager.
9. The complaint should include: (1) the name and surname of the Consigner or Consignee or the name and address for mailing purposes or the address of the headquarters of the Consigner or Consignee, hereinafter referred to as the "Claimant"; (2) the subject of the complaint; (3) the date and place of the Consignment posting; (4) the number of the document confirming the shipment or the number of the Consignment; (5) substantiation of the complaint; (6) the amount of compensation and the bank account

number or address to which the postal money order with the amount of compensation is to be sent - in case the Claimant demands compensation; (7) signature of the Claimant - in the case of a complaint made in writing, or e-mail address - in the case of a complaint made via the Website; (8) the date on which the complaint was made; (9) list of attached documents. We also recommend providing a phone number or an email address for contact.

10. Complaints filed in a form other than by electronic means of communication must be accompanied by: (1) the original Consignment Confirmation, if issued, for review; (2) a statement of the Consigner on waiver of the right to assert claims - in case the claim is brought by the Consignee, and the Consignment has not been delivered; (3) a copy of the Consignment Damage Report - in the case of acceptance of this shipment by the Consignee - or (4) a statement on the detected defects or damage of the Registered Consignment made by the Consignee directly upon acceptance of the Consignment; (5) packaging of the damaged Consignment, if requested by the Service Provider; (6) a statement on the discovery of invisible loss or damage to the Consignment, with the time limit referred to in § 9.3(a) third indent, together with an indication of the circumstances, or evidence, confirming the existence of the circumstances conditioning the claim for compensation referred to in this provision; (7) citation of the circumstances confirming the shipment or delivery of the Consignment and indication of the evidence of this fact; (8) documents confirming the improper performance of the Parcel delivery service referred to in Article 89 of the Postal Law - for review.
11. A complaint filed by electronic means of communication must be accompanied by copies of the documents referred to in paragraph 10 above. If it is necessary for the proper processing of the complaint, the Service Provider may request the transfer of the originals of these documents. Original documents are returned to the claimant upon request and against receipt. In the absence of a request, the Service Provider shall call for their collection immediately after completion of the complaint procedure.
12. The Service Provider shall consider complaints immediately, no later than 30 days from the date of receipt. If the Service Provider has not responded to the complaint within this period, it is considered to have acknowledged the complaint.
13. If the complaint does not meet the conditions specified in paragraphs 8 - 11, the Service Provider shall call on the claimant to supplement the complaint within 7 days from the date of receipt of the summons with instructions that failure to supplement the deficiencies will result in leaving the complaint unprocessed. This period is not included in the time limit for processing the complaint.
14. If a complaint regarding the Postal Service is denied in whole or in part, the complainant may file an appeal within 14 days from the date of delivery of the response to the complaint. If an appeal is filed against the resolution of a complaint after the prescribed period, it shall be left without consideration, of which the Service Provider shall immediately notify the claimant. The Service Provider shall consider the appeal immediately and inform the complainant of the result of the appeal consideration within no more than 30 days from the date of receipt of the appeal. Information on the outcome of the appeal shall include an instruction on the exhaustion of the complaint procedure and the right to pursue the claims specified in the Postal Law in court proceedings.
15. The Service Provider informs that the claim in court proceedings concerning the Transport Service is available to the entitled person after unsuccessful exhaustion of the complaint procedure.
16. The complaint procedure shall be deemed exhausted in the event of:
 - a) the Service Provider refusing to accept the complaint; or

b) failure to pay compensation within 30 days from the date the complaint is accepted.

17. It is not necessary to file an appeal against the complaint in order to exhaust the complaint procedure.
18. If the complaint is accepted, the Service Provider shall pay the compensation due no later than than within 30 days of the recognition of the complaint. Compensation is paid by wire transfer to a designated bank account or by money order to a designated address.
19. If the person entitled to receive compensation is a VAT taxpayer, the Service Provider shall pay compensation in the net amount, excluding VAT.
20. The provisions of the Postal Law and the Ordinance of the Minister of Administration and Digitization of November 26, 2013 on postal service complaints (i.e., Journal of Laws of 2019, item 474, as amended) shall apply to matters relating to Postal Service complaints not regulated in this paragraph.
21. The provisions of this paragraph shall apply to matters relating to complaints about the Transport Service, subject to the provisions of the Transport Law and the regulation of the Minister of Transport and Construction of February 24, 2006 on the determination of the status of consignments and the complaint procedure (Journal of Laws 2006 No. 38 item 266, as amended).

§ 10.

The Controller of the personal data of Consigners and Consignees, collected in connection with the provision of the Services, shall be the Service Provider. Detailed information on the Operator's processing of personal data can be found in the "ORLEN Paczka Service Personal Data Processing Policy" available at <https://www.ornpaczka.pl/polityka-prywatnosci-2/>.

§ 11.

The Sender, the Ordering Party, or the Recipient may not:

- a) post or transmit via the Website in any manner any content that is unlawful or contrary to good practices, including content containing threats, defamation, vulgar material, content infringing personal rights, or content that is discriminatory on the basis of, in particular, race, nationality, or religion;
- b) post or transmit via the Website unsolicited advertising or promotional content (so-called spam);
- c) introduce or transmit via the Website computer viruses or other code, files, or software intended to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications equipment;
- d) attempt to disrupt or interfere with the operation of the Website or the Internet network;
- e) gain access to data not intended for them;
- f) violate Internet network security rules; impersonate another person; provide false personal data or provide the personal data of others as their own; undertake actions that damage the Operator's reputation;
- g) undertake actions that infringe upon the privacy or reputation of others;
- h) use, without the Operator's consent, photos, graphics, or other information available on the Website.

§ 12.

1. In matters not covered by these Regulations, the provisions of law shall apply, including in particular, the provisions of the Postal Law with respect to Postal Consignments, the Transport Law with respect to Goods Consignments, and the provisions of the Civil Code.

2. If any provision of these Regulations is invalid or ineffective, it shall not affect the validity of other provisions of the Regulations.
3. The Service Provider reserves the right to amend the Regulations at any time at its sole discretion. The effectiveness of amendments to the Regulations with respect to Agreements entered into prior to the amendment of the Regulations is based on the provisions of those Agreements.
4. The Service Provider may amend the Regulations without observance of the time limit referred to in the Agreement in case in which it has been required to amend the Regulations by an administrative body, a court of law, or under generally applicable laws, within a timeframe that makes it impossible to meet the deadline referred to in the Agreement.
5. Disputes arising from the Regulations and related to the performance of the Services shall be considered by common courts with jurisdiction over the Service Provider.
6. The Regulations and Price List are available for review at the Points and on the WWW. The Consigner shall read the Regulations before sending the Consignment.